

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOL Inc.		04/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AOL Advertising Inc.		
Street Address:	22000 AOL Way		
City:	Dulles		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2411657	ICQ	
Registration Number:	3255695	ICQ DEVIL FACTORY	
Registration Number:	2731593		
Registration Number:	2436125	MIRABILIS	
Registration Number:	3082770	WARSHEEP	
Registration Number:	3512192	ZOOPALOOA	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-857-8977		
Email:	bush.douglas@arentfox.com		
Correspondent Name:	Douglas R. Bush		
Address Line 1:	1050 Connecticut Avenue NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	019428-14659		

OP \$165.00 2411657

900165922

TRADEMARK  
 REEL: 004234 FRAME: 0508

NAME OF SUBMITTER:	Douglas R. Bush
Signature:	/Douglas R. Bush/
Date:	06/30/2010
<b>Total Attachments: 5</b> source=assignment to AOL Advertising (6 marks)#page1.tif source=assignment to AOL Advertising (6 marks)#page2.tif source=assignment to AOL Advertising (6 marks)#page3.tif source=assignment to AOL Advertising (6 marks)#page4.tif source=assignment to AOL Advertising (6 marks)#page5.tif	

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is effective as of April 22, 2010 (the "Effective Date"), and is made by and between AOL Inc., a Delaware corporation (the "Parent"), and AOL Advertising Inc., a Maryland corporation (the "Subsidiary").

### RECITALS

WHEREAS, the Parent is the sole stockholder of the Subsidiary;

WHEREAS, the Parent is the owner of certain trademarks and domain names set forth in Exhibit A and Exhibit B, attached hereto.

WHEREAS, the Parent desires to transfer and contribute to the Subsidiary, all of its right, title and interest in and to all of the trademarks and domain names set forth in Exhibits A and B, and any trademark or service mark rights therein, the goodwill and all common law rights related thereto and the right to bring claims of infringement and misappropriation of the foregoing against third parties (the "Contributed IP"), and the Subsidiary desires to receive the Contributed IP;

WHEREAS, the parties intend that the contribution of the Contributed IP qualify as a tax-free contribution;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. Contribution.** Effective as of the Effective Date, the Parent hereby assigns, conveys, transfers and delivers to the Subsidiary, all of its right, title and interest in and to the Contributed IP.

**Section 2. Acceptance and Acknowledgment.** As of the Effective Date, the Subsidiary hereby accepts and acknowledges all of the right, title and interest in the Contributed IP.

**Section 3. Tax Free Contribution.** The contribution of the Contributed IP by Parent to Subsidiary is intended to qualify as a tax-free contribution. The parties agree to take all such actions as are necessary and appropriate to obtain such result.

**Section 4. Further Assurances.** Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed or recorded, such further agreements, instruments and other documents and take or cause to be taken, such further actions, as the other

party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

**Section 5. General Provisions.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

(b) **Amendments.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto.

(c) **Waivers.** No waiver or change in this Agreement will be binding unless executed in writing by the party making the waiver or affected by the change.

(d) **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(e) **Headings.** In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.

(f) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of laws doctrines.

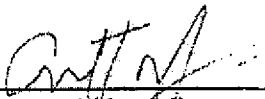
(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(h) **Severability.** If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer or representative of each party hereto as of the date first above written.

AOL Inc.

By:   
Name: Arthur Minson  
Title: Executive Vice President &  
Chief Financial Officer  
Date: April 22, 2010

AOL Advertising Inc.

By: \_\_\_\_\_  
Name: Jeffrey Levick  
Title: President & Chief Executive Officer  
Date:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer or representative of each party hereto as of the date first above written.

AOL Inc.

By: \_\_\_\_\_  
Name: Arthur Minson  
Title: Executive Vice President &  
Chief Financial Officer  
Date:

AOL Advertising Inc.

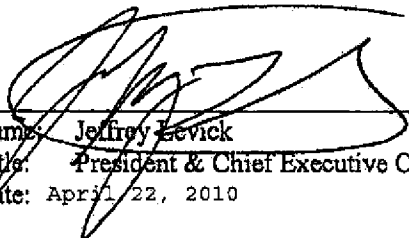
By:   
Name: Jeffrey Levick  
Title: President & Chief Executive Officer  
Date: April 22, 2010

Exhibit A

Report of Marks Associated With the ICQ Business  
(as of March 31, 2010)

Country	Trademark	Status	Serial Number	Filing Date	Reg. Number	Reg. Date	Class
United States of America	ICQ	Registered	75/381414	10/29/1997	2411657	12/12/2000	09 Int., 35 Int., 38 Int., 38 Int., 41 Int., 42 Int.
United States of America	ICQ DEVIL FACTORY	Registered	78/905828	6/12/2006	3255695	6/26/2007	09 Int.
United States of America	ICQ FLOWER LOGO	Registered	78/393968	4/11/2002	2731593	7/11/2003	38 Int., 41 Int., 42 Int., 44 Int., 45 Int.
United States of America	MIRABILIS	Registered	75/482950	5/11/1998	2436125	3/20/2001	09 Int., 38 Int., 42 Int.
United States of America	WARSHEEP	Registered	78/625085	5/6/2005	3082770	4/18/2006	41 Int.
United States of America	ZOOPALOOA	Registered	77/417315	3/10/2008	3512192	10/7/2008	41 Int.